

REQUEST FOR PROPOSAL SIREN WARNING SYSTEM CITY OF WEST DES MOINES

The City of West Des Moines, Iowa solicits interested firms to submit proposals for a replacement siren warning system and related maintenance and support services for locations in West Des Moines, IA and communities serviced by Westcom, the consolidated Public Safety Communications Center serving the cities of West Des Moines, Clive, Urbandale, Norwalk and Waukee.

Submittals marked "RFP for Siren Warning System" will be received no later than 2:00 p.m., Central Time, on January 3, 2018, by:

Office of City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265-0320

The winning Vendor for this RFP is expected to be a vendor capable of addressing the City's needs for design, delivery, installation, custom integration, training, and consulting for replacing the existing siren warning system with in-house staff and same or next-day support to the degree required by the City. It is expected that the winning Vendor will have directly invested in staff, training resources, and physical facilities logistically available to customers in the Des Moines metro area. The winning Vendor is expected to possess established in-house resources to provide services, support and integration of a siren warning system into the City's work environment.

Vendors must have the resources and staffing available for timely response to requests for information, on-site installation, on-going on-site and phone assistance for a siren warning system and related products.

The City expressly states that it will NOT "beta-test" vendor's software and/or hardware.

Prices proposed shall be firm for six (6) months from the due date unless otherwise stated.

If you desire not to respond to this RFP, please forward your acknowledgment of NO PROPOSAL SUBMITTED to the above address.

I. Statement of Purpose

The intent and purpose of this Request for Proposal is to establish a contract to replace a siren warning system and related services to communities serviced by Westcom.

II. Scope of Work

The selected vendor will finalize user requirements, develop an implementation/ installation plan, install equipment, provide end-user training, and provide ongoing support.

III. Background, Key Issues and Capabilities, and Technical Environment

See Appendix A

IV. Payment

Any hardware purchases or installation service charges from the Vendor resulting from projects as part of this RFP will be paid the later of 30 days upon delivery of the equipment or the presentment of a correct invoice.

V. Timetable for the RFP

The RFP will follow the schedule below

Task	Date
Distribute RFP	December 8, 2017
Advertisement Date for RFP	December 15, 2017
Written Response to Questions posted on City of West Des Moines web site	December 29, 2017
Proposal Due Date	January 3, 2018 @ 2:00 pm
Proposal Opening	January 3, 2018 @ 2:00 pm
Completion of First Phase Evaluation – Invitations to Prepare BAFO Sent	January 10, 2018
Vendor Presentations	Week of January 15, 2018
Best and Final Offer Due	January 22, 2018
Completion of Evaluation of Proposals/ Presentations	January 29, 2018
Potential Award of Bid / West Des Moines City Council Meeting	February 2018

SECTION 1 SUBMISSION COVER SHEET

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the City of West Des Moines and Proposal Review Team members should contact for questions and/or clarifications.

Name: _____	Phone Number: _____
Address: _____	Fax Number: _____
_____	E-Mail: _____

Subject to acceptance by the City of West Des Moines, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), except those listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Bidder certifies, by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Furthermore, the contractor will pass this requirement on to subcontractors (if allowable) seeking subcontracts over \$25,000.

The bidder shall provide immediate written notice to the City of West Des Moines, West Des Moines City Clerk, if at any time they learn this certification has become erroneous by reason of changed circumstances.

_____/_____
Authorized Signature/Date

Name (typed or printed)	_____
Title:	_____
Company Name:	_____
Address:	_____

SECTION 2

PROPOSAL EXCEPTIONS

Please return the Proposal Exception Summary Form at the end of this section with any exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted as mandatory, as long as the following are true:
 - a. The specification is not a matter of State law;
 - b. The proposal still meets the intent of the RFP;
 - c. A Proposal Exception Summary Form is included with Vendor’s proposal; and
 - d. The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.
2. The Vendor has no liability to provide items to which an exception has been taken. The City has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and the City will discuss each exception and take one of the following actions:
 - a. The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - b. The City will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - c. The City and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract;
 - d. None of the above actions is possible, and the City either disqualifies the Vendor’s proposal or withdraws the award and initiates negotiations with another vendor.
3. Should the City and the Vendor reach a successful agreement, the City will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by the City, will become a part of any contract made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the City.

PROPOSAL EXCEPTION SUMMARY FORM

RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	City Acceptance (signed only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor’s proposal where exception is explained)	(Short description of exception being made)	

SECTION 3

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFP's issued by the City should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the City's sole discretion, result in the disqualification of the Vendor's proposal.
2. The City has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the City by the date and time specified. The City is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet, and Vendor's original submission must be clearly identified as the original.
6. The City reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. The City reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor must not alter any of the original text of this RFP. If the City determines that the Vendor has altered any language in the original RFP, the City may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by the City is the official version and will supersede any conflicting RFP language submitted by the Vendor. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - a. The Vendor is required to submit one (1) clearly marked original response and three (3) copies of the complete proposal.
 - b. To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - c. Number each page of the proposal.
 - d. If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. (See Section 2 for additional instructions regarding Vendor exceptions.)
 - e. Occasionally, an outline point requests information which is not applicable to the

- products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- f. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - g. When an outline point is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.
 - h. Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.
10. The City reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing City staff or the project team with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation may, at the City's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of City.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
- a. A clarification to a proposal that includes a newly announced product line or service with additional capability to be provided at or less than the proposed price will be considered.
 - b. Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - c. Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - d. The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - e. The Vendor must submit a statement outlining the circumstances for the clarification.
 - f. The Vendor must submit 4 copies of the clarification.
 - g. The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

13. From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding this RFP with any City staff member or elected official except as noted herein. To ensure equal treatment for each responding vendor, all questions regarding this RFP must be submitted in writing or e-mail to the City's Contact Person/ Procurement Administrator for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the City on the RFP and Bid Posting page at the City's web site located at <http://www.wdm.iowa.gov>. All such questions and answers will become addenda to this RFP. Vendors failing to comply with this requirement will be subject to disqualification.

a. The City's Contact Person for the selection process is:

Darrel Greifzu
City of West Des Moines
4200 Mills Civic Pkwy, Suite 1E
West Des Moines, IA 50265
Phone: 515 371-0641
Fax: 515-273-0600
Email: darrel.greifzu@wdm.iowa.gov

b. Vendor may consult with selection team representatives as designated by the City's contact person identified in 13a at the discretion of the City's contact person.

14. Vendor submittals not containing all of the required items outlined in 14a of this section may render the bid as non-responsive and invalid at the discretion of the City.

a. Required Submittal Information

Signed Submittal Cover Sheet Proposal Exception Summary Form
Non-Collusion Agreement
Vendor Qualifications
References
Subcontractor References
Pricing Proposal
Conformance to Functional Requirements

b. Optional Submittal Information

Product/ Service Information
Sketches/ diagrams/ sample configurations
Alternate Vendor designed configurations

SECTION 4

STANDARD PROVISIONS AND REQUIREMENTS RELATED TO REQUESTS FOR PROPOSALS

1. Interchangeable Designations

The terms “Vendor” and “Selected Vendor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Selected Vendor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “City” or “City of West Des Moines” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the partner, client, or customer on whose behalf the City of West Des Moines is issuing the RFP.

2. Reservation of Rights.

The City reserves the right to reject any and all proposals received in response to this RFP; waive or modify any irregularities in the proposals; request additional information or modifications to proposals prior to award if such is in the best interests of the City; use any ideas submitted in the proposals received, unless prohibited by valid patent or proprietary rights and identified as confidential; and in the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified vendors that submitted acceptable proposals.

3. Proposal Must Be Signed by Vendor or Its Officer or Designated Agent.

A proposal submitted in response to the City’s Request for Proposals shall be signed by the vendor if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

4. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name.

4.1 If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.

4.2 If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all such persons and/or the authorized agents of all such entities, and the proposal bond or fidelity bond, if any is required, must cover the joint

venture. Joint venture proposals shall identify which person or firm will act as lead person of firm.

4.3 A proposal submitted by two or more persons or corporate entities without any indication that they are submitting it as a joint venture, without being signed by all such persons and/or the authorized representatives of all such entities, and without a proposal bond or fidelity bond covering all such persons or entities as a joint venture, will be subject to rejection.

4.4 In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State. Vendors are advised to exercise care in the use of any fictitious name for their firms.

5. Vendor Questions, Objections or Requests for Information, Clarification or Interpretation to be Submitted to Procurement Administrator - Vendors Prohibited from Inappropriate Communication with City Officials or Employees - Inappropriate Communication May Result in Rejection or Return of Proposals - Inappropriate Communication May be Considered in Evaluation of Proposals.

In order to ensure an open process and the provision of equal knowledge and opportunity to all potential vendors, the Procurement Administrator or his/her designee, will serve as the sole point of contact for questions, objections, informational requests and requests for clarification or interpretation during the RFP process. The City's intention is to avoid such questions, objections, or requests for information or clarification being posed by an individual vendor and then being answered only for that vendor. Instead, the City's goal is to allow such questions, objections and requests to be posed by all potential vendors, and to communicate those questions, objections and requests, and the City's responses, to all potential vendors.

Consequently, only written questions, objections or requests for clarification or interpretation, submitted by mail, FAX, or e-mail, will be accepted from potential vendors, and written responses will be issued to all known potential vendors. Dates and times for acceptance of questions, objections and requests, and for delivery of written responses, will be detailed in the RFP. Oral questions, objections or requests will not be accepted.

After issuance of an RFP by the City, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to communicate with, in writing, electronically, or orally, any City official or employee other than the City's Procurement Administrator. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not communicate with, in

writing, electronically, or orally, any other City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City's consideration of its competing proposal. All inappropriate communications with City officials or employees will be reported to the Procurement Administrator and evaluation and selection committee. Such inappropriate communication by a vendor or potential vendor may, at the discretion of the Procurement Administrator, constitute grounds for disqualification of that vendor's proposal, resulting in the Procurement Administrator's refusal to accept such proposal or in the return of such proposal. Further, the evaluation and selection committee may in its discretion consider such inappropriate communication in evaluating and scoring such proposal. The Procurement Administrator will advise City officials and staff of the pendency of RFPs for evaluation or award, and during the pendency thereof City staff or officials will be prohibited from engaging in discussion of an RFP with a vendor or potential vendor unless so directed or approved by the Procurement Administrator.

The foregoing notwithstanding, any vendor or potential vendor who believes that the terms of an RFP are objectionable, or who believes that the Procurement Administrator or other City staff have not appropriately responded to its questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, or who believes that the Procurement Administrator, other City staff or the evaluation and selection committee have a bias against it or are treating it unfairly, may communicate its concerns in that regard to the City Manager or City Council. A vendor or potential vendor shall first communicate its concerns directly to the City Manager, in writing. If the City Manager cannot resolve the issue to the satisfaction of the vendor or potential vendor, the City Manager shall, at the request of the vendor or potential vendor, forward such concerns to the City Council for its consideration.

6. City's Response to Vendor Questions, Objections, and Requests for Clarification or Interpretation; Issuance of Addenda to RFP.

The City's Procurement Administrator will respond in writing to all questions, objections, or requests for information, clarification or interpretation presented to the City as provided in this RFP. The City's written response will be directed to all known potential vendors. Only the City's written responses shall be considered the City's official response binding upon the City. In addition to making a written response, the City may issue addenda amending the RFP by changing or deleting the provisions of, or adding provisions to, the RFP.

7. Collusion Prohibited - Affidavit Required.

Any agreement or collusion among vendors or prospective vendors, in restraint of freedom of competition by agreement to propose a fixed price or otherwise shall render the proposals of such vendors void. Vendors will be required to execute and submit with their proposals the attached Non-Collusion Affidavit form. Any disclosure by one vendor to another vendor of the content of a proposal in advance of the submission of proposals shall render the proposals of both such vendors void, and may at the discretion

of the Procurement Administrator render the RFP proceedings void.

8. Gratuities Prohibited.

8.1 The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be turned over to the appropriate law enforcement agency.

8.2 The City provides reimbursement for transportation lodging, meals and miscellaneous expense for its employees incurred while on duty and engaged in the preparation or evaluation of RFPs.

9. Proposals Not Confidential; Vendor Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content.

Under Chapter 22 of the Iowa Code, "Examination of Public Records", records of a governmental body are considered public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are trade secrets which are recognized and protected as such by law and reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions noted above. If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual vendor to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the vendor and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the vendor requesting confidentiality to defend its request. In that notification, the vendor requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a

vendor requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing vendors. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

10. Proposal to Include Only Market Available Equipment and Field Tested Software Unless Otherwise Provided.

10.1 All equipment, features, and attachments which are proposed must have been formally announced for market purposes before the date the proposal is submitted to the City.

10.2 All vendor supplied programs/software referred to in the proposal must be field operational before the date the proposal is submitted, unless the services to be provided in response to the RFP include program/software development.

10.3 Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.

10.4 Unless otherwise specified in the specifications, all items on which a vendor submits a proposal shall be new, of the latest model or manufacture and shall be at least equal in quality to that specified in the bidding documents.

11. Vendor Required to Identify Patented Equipment, Processes, Materials, or Hardware, and Copyrighted Text, Information, Data, or Software Included in Its Proposal; Vendor Required to Include with Its Proposal any Licenses Which City Will be Expected to Execute.

11.1 Vendors shall be required to identify any patented equipment, processes, materials, or hardware, or any copyrighted text, information, data, or software, which it proposes to supply as part of the goods it is required to provide under the RFP or which it proposes to supply as part of the services it is required to perform under the RFP. Every vendor shall likewise identify the licensing agent for such patented or copyrighted items, and shall provide with its proposal a copy of any licensing or use agreement which the City will be expected to execute for the use of such patented equipment, processes, materials, or hardware, or copyrighted text, information, data, or software included in a vendor's proposal, as well as the anticipated cost to the City, if any, for such use under license or agreement. The vendor to whom the contract is awarded shall be required to warrant that the

intellectual property rights of third parties (copyright, trademark, or patent) will not be violated by the vendor's or City's use of any equipment, process or service provided in response to the RFP.

11.2 All software provided to the City pursuant to a vendor's proposal shall be fully documented. This documentation shall consist of pertinent technical documentation and operator documentation including the following, as applicable:

- ☐ Proprietary source code escrow option Database definitions and file structures;
- ☐ Variable descriptions, variable cross-references and subroutine calling sequences;
- ☐ Interface specifications;
- ☐ Requirements traceability matrix;
- ☐ Communication protocols including field device protocol;
- ☐ Security documentation;
- ☐ System backup and recovery procedures;
- ☐ System operational procedures and error handling;
- ☐ Hard copy user manual segregated into chapters (or volumes) which group topics according to whether the software is used from operator stations, from remote computers, and from either of the above;
- ☐ On-line user manual or help facility;
- ☐ Warranties on software;
- ☐ Licenses and liens.

The vendor may use different methods for documentation if it provides sufficient information as determined by the City. All documentation shall be submitted to the City for final approval.

11.3 Source Code Escrow. Rights to intellectual property developed, utilized, or modified by the vendor in the performance of the services shall remain the property of the vendor. However, program source libraries, source code, flow charts of source code, database definitions, file structures, communications protocols, variable descriptions, variable cross-references, subroutine calling sequences, and other documentation are elements of the work product without which the City would be at a severe loss should the vendor be unable or unwilling to provide service for the life of the software. For this reason, the selected vendor shall, to the extent required by the RFP, be required to provide an independent escrow agent to handle such proprietary work product documentation which shall be transferred from escrow agent to the City in the event that the Selected vendor fails to provide service at a reasonable and justifiable price during the life span of the software.

12. Evaluation Criteria.

The City's intent in issuing this RFP is to award a contract to the lowest and best responsive vendor who meets specifications, considering price and other factors. The vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

13. Right to Award in Whole or Part.

The City reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the City.

14. Vendor Imposed Constraints.

Vendors must specifically document what limitations, if any, exist in working with any other vendor acting in the capacity of the City's business partner, subselected vendor or agent who may be managing any present or future projects; performing quality assurance; integrating the vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the City's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the City. The City recognizes that the vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The City must understand these issues in order to decide to what degree they may impact the City's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the vendor and the City with regard to this business relationship precludes the vendor from imposing any subsequent limitations of this type in future project undertakings by the City.

15. Best and Final Offer.

The City reserves the right to solicit Best and Final Offers (BAFOs) from vendors, principally in situations in which proposal costs eclipse available funding or the City believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the City. All such vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the City that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The City may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the City and receipt from the vendors under a precise schedule.

16. Rights Reserved to Self-Source Products.

The City reserves the right to secure products from other contracts (e.g. WSCA or GSA) or other sources if it is in its best interest to do so. If this option is exercised, then the selected vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

17. Prime Selected Vendor Status.

The selected vendor will be designated the prime selected vendor in the proposal, and as such, shall be solely responsible for all services offered in the proposal and for the fulfillment of the contract with the City. Unless provided in the contract, the selected vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the City. The City reserves the right of refusal and the right to request replacement of a subselected vendor due to unacceptable work or conduct. All references in the RFP to “vendor” shall be construed to encompass both the vendor and its subselected vendors. Vendor is solely responsible for all delivery and implementation subject to formal customer acceptance. Any use of subselected vendors must be transparent to the City with all transactions and payment conducted directly with the proposing vendor. The vendor is solely responsible for all delivery and implementation subject to formal customer acceptance.

18. Software Licensing.

When specifications require the Vendor to develop software for the City, the vendor must acknowledge and agree that the City is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation. The City may be willing to grant the vendor a nonexclusive license to use the City’s software subject to devising acceptable terms and license fees.

In installations where the vendor’s intellectual property is modified and custom-tailored to meet the needs of the City, the vendor must offer the City an application license entitling the City to use, and/or alter the software without restriction.

The vendor acknowledges and agrees that the term of all software licenses provided to the City shall be perpetual unless stated otherwise in the vendor’s proposal.

The vendor must not bypass the software contracting phase of a project by licensing project software intended for City use in its company name. Upon award of a project, the selected vendor must ensure that the City is properly licensed for all software that is proposed for use in a project.

19. Time for Consideration.

Unless otherwise indicated on the first page of this document, the offer shall be valid for six (6) months from the date of the bid opening.

20. Rejection of Proposals.

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a vendor in responding to the RFP.

21. City Council Selection of Best Proposal and Authorization to Execute Contract with Selected Vendor - Notification of Selected Vendor.

The City Council will by resolution approve the proposal which it selects as the best proposal and authorize execution of a contract, either by the Mayor or by the City Manager. Upon the City Council's approval of the proposal, the Procurement Administrator will give notice advising the vendor whose proposal was selected what actions must be taken to complete the formation of the contract.

22. Insurance and Indemnity Requirements.

The selected vendor will, in its contract with the City, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City of West Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City. The selected vendor will also be required to obtain and maintain in continuous effect during the term of its contract with the City, and while any of its obligations under said contract remain unsatisfied, the insurance coverage, with amounts, coverage, limits, exclusions, and endorsements as required by the City.

23. Formation of Contract - Contract to be Negotiated and Executed Upon Selection by Evaluation and Selection Committee or Council Selection of Best Proposal / Designation of Selected Vendor.

23.1 Finalization of Contract Terms Subject to Negotiation. At the option of the department, upon issuance of the Notice of Intent to Award or upon City Council approval of the recommendation of the evaluation and selection committee and authorization to execute the contract, the selected vendor shall be required to immediately commence negotiations to conclude a contract with the City for the provision of the (goods)(services) proposed in response to the RFP. Only those terms identified as negotiable in the RFP shall be subject to negotiation.

23.2 Submission of Evidence of Insurance by Selected Vendor. Upon City Council approval of the recommendation of the evaluation and selection committee, and authorization to execute the contract, the selected vendor shall submit (a) a certificate or certificates of insurance evidencing insurance coverage of the type and amount, and with the endorsements, required by the City.

23.3 Execution of Contract by Selected Vendor. Upon the selected conclusion of contract negotiations by the City and selected vendor, and/or upon the City's

completion of a form of contract incorporating the terms of proposal submitted by the selected vendor in its RFP, the selected vendor shall be required to execute the contract and return it to the City within the time specified by the City. The contract must be executed by the selected vendor if an individual, or by the authorized representative or representatives of any partnership or corporation making or joining in the proposal, and all signatures must be notarized.

23.4 Execution of Contract by the City. Upon City's approval of the evidence of insurance submitted by the selected vendor, and upon the Legal Department's approval of the form of contract executed by the vendor, the Mayor or City Manager will execute the contract as directed by the City Council, and the City Clerk will attest the signature of the Mayor or City Manager.

23.5 Selected Vendor's Failure to Execute Contract or to Submit Required Insurance. The selected vendor's refusal to negotiate contract terms as provided in the RFP, or its refusal to limit negotiations to the terms identified in the RFP, shall be considered a default by the vendor and shall be grounds for rejection of vendor's proposal. The selected vendor's failure to submit an insurance certificate or certificates evidencing required insurance coverage, shall be considered a default by the vendor and shall be grounds for rejection of vendor's proposal.

24. Proposal Obligations.

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the selected vendor and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.

25. Disposition of Proposals.

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful vendors.

26. Assignment of Contract Prohibited Unless Approved in Writing by the City.

No contract awarded pursuant to RFP shall be assignable by the selected vendor without the written consent of the City Manager.

27. Compliance with Laws.

Vendors will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by vendor, or in any way affect the performance of work by vendor. Vendors will at all times observe and comply with

these laws, ordinances and regulations and will be responsible for the compliance of the work with all applicable laws ordinances and regulations.

SECTION 5

GENERAL TERMS AND CONDITIONS

1. EXCLUSIVE CONTRACT

The contract which results from this Request for Proposals constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2. REMEDIES UPON DEFAULT

In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the Procurement Division shall provide a cure notice by mail, FAX, or e-mail. If after notice the vendor continues to be in default, the Procurement Division may procure goods or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

3. ACTS OF GOD

Vendor shall not be considered to be in default under this contract if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of vendor. It shall be the responsibility of the vendor to promptly advise the Purchasing Division of the delay. The City may elect to cancel all orders on file with the vendor and place the order with another vendor.

4. SUBSELECTED VENDORS

Selected vendors shall be responsible for all acts and performance of any subselected vendor or secondary supplier that the selected vendor may engage for the completion of any contract with the City. A delay that results from a subselected vendor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The selected vendor shall be responsible for payment to all subselected vendors or secondary suppliers.

5. TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

6. IMMUNITY OF CITY, STATE AND FEDERAL AGENCIES

Vendor shall defend, indemnify, and hold harmless the City, its officers, employees and agents, and any State or Federal funding source for City from liability arising from vendor's performance or attempted performance of this contract and vendor's activities with subselected vendors and all other third parties.

7. DELIVERY AND ACCEPTANCE

When an award has been made to a vendor and the official purchase order issued and received by the vendor, deliveries are to be made in the following manner:

1. Deliveries are to be made only to the point specified on the official purchase order. If delivery is made to any other point it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the City.
2. All delivery charges shall be to the account of the vendor. If not, they must be prepaid and added to the invoice.
3. The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving department to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Purchasing Division. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the City at any time after acceptance.
4. The vendor must remove at the vendor's expense any item rejected by the City. If the vendor fails to remove that rejected item the City may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
5. Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

8. ASSIGNMENT

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

9. ANTI-TRUST ASSIGNMENT

For good cause and as consideration for submitting a proposal, the vendor, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the RFP.

10. TITLE TO GOODS

Vendor warrants that the goods procured pursuant to the RFP are free from all liens, claims or encumbrances.

11. INDEMNIFICATION

To the extent the goods procured pursuant to the RFP are not manufactured in accordance with the City's design or specification, the selected vendor shall defend, indemnify and hold harmless the City and the City's assignees, and other users of the goods, from and against any claim of infringement of any Patent, Trade Name, Trademark, Copyright, or Trade Secret by reason of sale or use of any articles purchased hereunder. The City shall promptly notify the selected vendor of any such claim.

12. MISCELLANEOUS

This contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

13. NON-DISCRIMINATION

Vendor acknowledges and agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or ancestry and to include this provision in all agreements associated with this procurement.

14. WARRANTY

The vendor expressly warrants that all goods supplied shall be merchantable within the meaning of section 554.2314 of the Iowa Code in effect on the date of the bid or proposal in the City of West Des Moines, Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship.

15. CHEMICALS

OSHA 1910.1200, Chapter 89B of the Iowa Code, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, require employers to maintain Material Safety Data Sheets (MSDS) for any and all chemical-containing products to which its employees are exposed. To ensure City employees have access to the most current MSDS, the City requires the most recent MSDS accompany each delivery of a chemical-containing product purchased by the City or its authorized agent. IF there is a question concerning whether a MSDS is needed for a particular product, contact the City.

16. COMPLIANCE WITH ALL APPLICABLE LAWS

All goods and/or services shall be provided in compliance with all applicable federal,

state, and local laws and regulations. The vendor expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

17. TAXES

The Selected vendor shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Selected vendor shall execute and deliver and shall cause any sub-consultant or subselected vendor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

18. INDEPENDENT SELECTED VENDOR STATUS

It is expressly understood that the selected vendor is an independent selected vendor and not the agent or employee of the City. The selected vendor is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The selected vendor shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that selected vendor has such authority.

SECTION 6

CITY STANDARD PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Vendor shall purchase and maintain insurance to protect the Consultant and the City throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), “admitted”, and “nonadmitted” to do business in the State of Iowa, having no less than an A.M. Best Rating of “B+”. All policies, except Professional Liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

2.1 WORKER’S COMPENSATION & EMPLOYER’S LIABILITY

INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Worker’s Compensation Insurance, including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

2.2 COMMERCIAL GENERAL LIABILITY INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Selected vendors Coverage, and (e) Personal and Advertising Injury.

2.3 AUTOMOBILE LIABILITY INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Automobile Liability Insurance with limits of liability required by the State of Iowa. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If the Vendor does not own any vehicles, coverage is required on non-owned and hired vehicles.

2.4 PROFESSIONAL LIABILITY INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than \$500,000 per claim and in

the aggregate. The Vendor will notify the City if claims made erode the Policy Limits below those required above.

- 2.5 ADDITIONAL INSURED & CONTRACTUAL LIABILITY: The City **SHALL NOT be named or included** as an Additional Insured, **but all policies, except Workers Compensation and Professional Liability Insurance, SHALL include** Contractual Liability including the obligation to defend and settle. The General Liability Insurance definition of “Insured Contract” shall include any contract or agreement requiring the indemnification of a municipality for work to be performed for that municipality.
- 2.6 CANCELLATION: **All policies SHALL provide the City, as Certificate Holder, no less than 30 days** advance written notification of policy cancellation and 10 days notification of cancellation due to non-payment of premium.
- 2.7 SUBSELECTED VENDORS: The Vendor shall require that any of its agents and subselected vendors who perform work and/or services pursuant to the provisions of this Agreement purchase and maintain the same types of insurance as are required of the Vendor.
- 2.8 PROOF OF INSURANCE: The Vendor shall provide to the City a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through F above. The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the contract or agreement and (2) the following statement: “General Liability and Automobile Liability Insurance policies include Contractual Liability. The General Liability definition of an “Insured Contract” includes the indemnification of a municipality when required by ordinance or by contract or agreement.”

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorneys’ fees, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damage, including loss of use thereof, which arise out of or result from Vendor’s work and/or services, other than professional services, rendered to the City pursuant to the provisions of this Agreement.

In addition, to the fullest extent permitted by law, Vendor agrees to pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorneys’ fees, and for

any and all damages which may be recovered against or from the City that arise out of any error or omission or negligent act of the Vendor when rendering professional services to the City pursuant to the provisions of this Agreement.

It is the intention of the parties that the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Vendor, its officers, employees, subselected vendors, and others affiliated with Vendor due to accidents, mishaps, misconduct, errors or omissions, negligence, damages or injuries resulting from the work performed by, or the negligent acts, errors or omissions of Vendor.

Vendor expressly assumes full responsibility for any and all damage caused to City premises resulting from the Vendor's negligent acts, errors or omissions.

Vendor represents that its activities pursuant to the provisions of this Agreement will be performed and supervised by adequately trained and qualified personnel, and Vendor will observe, and cause its officers, employees, subselected vendors, subcontractors (if any) and others affiliated with Vendor to observe all applicable safety rules.

For purposes of this Attachment, the term "Vendor" means and includes the Vendor, its officers, agents, employees, subselected vendors, and others affiliated with Vendor, and the term "City" mean and include its elected and appointed officials, and its agents, employees, volunteers, and others working on its behalf.

4. WAIVER OF SUBROGATION

To the extent permitted by law, Vendor hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Vendor or anyone claiming through or under the Vendor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Vendor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Vendor to recover thereunder.

NON-COLLUSION AFFIDAVIT

The Vendor hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the City of West Des Moines, Iowa; and
2. That no individual employed by the Vendor was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Vendor whose services in connection with the making of this proposal were in the regular course of their duties for the Vendor; and
3. That no part of the compensation to be received by the Vendor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Vendor whose services in connection with the making of this proposal were in the regular course of their duties for the Vendor; and
4. That this proposal is genuine and not collusive or sham; that the Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any other vendor or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Vendor or of any other Vendor, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Vendor.

Vendor

Signature

Name (Printed)

Title

SECTION 7

VENDOR SELECTION

The following criteria will be used as a mechanism for selecting one or more vendors with the lowest and best proposal to be invited to prepare vendor presentations and a Best and Final Offer (BAFO).

Reference responses

Vendor's staff qualifications

Vendor's ability to handle installation, training, and configuration and to provide maintenance and updates

Vendor's financial resources

Vendor staff logistically available to the Des Moines Metro area

Compliance with the RFP

Vendor's proposed labor rates for services, including installation, training, and configuration

Vendor's proposed pricing structure for software, hardware, services, and maintenance and estimated cost to the City

Other factors deemed by the City to be pertinent or peculiar to the purchase in question

It is the intent of the selection team to evaluate all proposals and then select two or more vendors to provide presentations to the team. However, the City reserves the right, at its sole discretion, to select only one vendor's proposal for further negotiation if the review team deems it to be in the City's best interest. These vendors will also be asked to prepare a Best and Final Offer. During the selection process the selection team may conduct discussions with these finalists, regarding the contract and the relative utility of alternate methods of approach for reaching the City's desired results. These discussions may include the awarding of only a portion of the contract to the firm, or proposing alternate project partners. After negotiations have been completed with each finalist the selection team will make their recommendation to the City Manager's Office for approval. Price shall be considered, but need not be the sole determining factor. A recommendation will then be made to the City Council to award the contract.

A Request for Proposal, or other solicitations, may be canceled, or any or all proposals be rejected in whole or in part or informalities waived when the City, at its sole discretion, determines that it is in the best interest to do so.

Exact price and payment terms for software, hardware, supporting installation and support services, and annual maintenance services will be negotiated with the selected Vendor.

SECTION 8

REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

8.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the City may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the City's sole discretion.

8.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

8.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued with a preference for other public or governmental agencies.

8.2.2 The reference installation product/service must be configured similarly or identically to this RFP

8.2.3 The reference installation must have been operational for at least six (6) months.

8.2.4 It is highly preferred that the Vendor provide at least one reference from the Des Moines Metro area or a reference that has received service from a facility logistically available to the City.

8.2.5 The City reserves the right to use references, good and bad, from other sources as well as those given by the Vendor. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the City's sole discretion.

8.3 Subcontractors

The Vendor's proposal must identify any subcontractor hired by the Vendor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and 3 references for whom the subcontractor has performed work that the City may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete 3 Reference Forms.

Contact Name:

Contact Title:

Company Name:

Address:

Phone #:

E-Mail:

1. Basic description of customer's usage of the product/services/project and modules implemented.
2. Start and end dates for implementation project/ phases.
3. Beginning date for full production environment.

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Subcontractor Name:

Contact Name:

Contact Title:

Company name:

Address:

Phone #:

E-Mail:

Scope of services/products to be provided by subcontractor:

3 Reference Forms are needed for each Subcontractor.

Reference Contact Name:

Reference Contact Title:

Reference Company name:

Address:

Phone #:

E-Mail:

Description of product/services/project, including start and end dates:

SECTION 9

VENDOR QUALIFICATIONS

Vendor should answer these questions in relation to how Vendor can serve the City in its project. The City is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know the “who, what, how and when” of how the Vendor proposes to service clients in the Des Moines metro area. If the Vendor considers this information confidential, items should be marked **Confidential** according to item 9 in Section 4 of this RFP. Please include the text of the full question in your response.

1. Does the Vendor anticipate hiring subcontractors for the fulfillment of any its services under this RFP? Do not include subcontractors that the City may hire for its portion of the project including wiring, networking or hardware installation.
2. Is the Vendor under federal bankruptcy proceeding? If so, please describe.
3. If asked, will the Vendor provide a current annual report or current audited financial statement? At a minimum, the report would include assets/ liabilities and an income/ revenue report.
4. How many years has the Vendor’s company been in business?
5. Provide the names of the current sales team and their principal office location.
6. Provide the names of the installation/ support/ consulting team and the location they work out of that will serve Des Moines metro area. Describe years of career experience, years employed by the Vendor, and certifications.
7. Describe the number of staff who are employees of the Vendor, categorized by administration, sales, system development, and technical staff.
8. Will the same staff be used for installation and later for support? How does the Vendor transition a client from installation status to full deployment support?
9. Briefly describe the Vendor’s technical support organization and problem resolution process.
10. Describe policies, procedures, processes, and staff availability of providing routine technical support and inquires, problem resolution, and emergency response.
11. Describe expected time frames for initial call response, technical staff response, and resolution. Include average time as well as a not-to-exceed time frame for each type of response.
12. Provide a copy of the Vendor’s service escalation procedures.

13. Describe the Vendor's systems used for planning, scheduling, installing, training and providing maintenance under the proposed agreement.
14. Describe the Vendor's experience and approach on quality control and dispute resolution.
15. Describe the Vendor's software testing policies and procedures exercised prior to releasing updates and error correction to installed users.
16. Describe any active Users Groups and/or Advisory Boards that meets at least annually.
17. Provide a detailed list of municipalities with populations over 10,000 where the proposed products and services are being used.
18. Describe the Vendor's understanding of the proposed project and proposed approach with a description of how it will address the City's minimum requirements.

SECTION 10 PRICING PROPOSAL

10.1 Labor Services

Enter the hourly rates that will be used to develop labor cost estimates for the project.

Labor Service	Hourly Rate
Hardware and Software Installation	
End-User Training	
Other Miscellaneous Services (describe)	

Provide estimated labor costs for the entire project.

10.2 Estimated Hardware and Software Costs

Please provide estimated costs per proposed hardware device or software component. The Vendor's standard itemized quote format is acceptable. Please provide detail specifications and marketing materials for items being proposed.

10.3 Ongoing Maintenance and Support

Please indicate how charges for maintenance and support are calculated and handled. Provide an estimated annual maintenance cost. If there are various levels of support (i.e., 8x5 versus 24x7), please provide cost estimates for those levels.

10.4 Contract Pricing

If applicable, please indicate State, GSA, or other contract pricing that is available to the City of West Des Moines. Include a copy of the contract with your response.

APPENDIX A

Key Issues and Capabilities

The City of West Des Moines is looking to replace the controllers for its existing weather warning system. The existing sirens are not included in this RFP. The City is looking to take advantage of newer technologies that may not exist in its current system. The minimum requirements are fairly open ended except that the control system should be radio-controlled, GUI based, polygon based, supports individual siren addresses, supports Whelen 10 digit DTMF, support two way activation, and supports NWS automatic notification.

The current Centralart system is monitored and activated by Westcom Dispatch staff with a backup location at one of the West Des Moines Public Safety Stations.

The system should be upgradable to support up to at least 100 sirens.

The sirens in Urbandale are listed in the Technical Environment but are NOT to be included in cost estimates for this proposal at this time.

If the Vendor needs additional information in order to complete a first-pass proposal, it may submit questions. All Vendor questions and answers being posted on the City website.

The exact software, hardware, supporting installation and support services, and annual maintenance services will be negotiated with the selected Vendor based on the final design and configuration of the system.

The system should be operational by April 1, 2018.

Technical Environment

Here is an inventory of the siren counts by community.

City	# of Sirens	Manufacturer	
Clive	7	Whelen Engineering	
Norwalk	8	Whelen Engineering	
Urbandale	12	Federal Signal	Future addition
Waukee	7	Whelen Engineering	
West Des Moines	17	Whelen Engineering	